

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

MELODY JOY CANTU AND DR.
RODRIGO CANTU
PLAINTIFFS

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5:20-cv-00746-jkp

v.

DR. SANDRA GUERRA AND
DIGITAL FORENSICS
CORPORATION LLC
DEFENDANTS

**DEFENDANT DIGITAL FORENSICS CORPORATION LLC'S
INITIAL DISCLOSURES**

In accordance with Rule 26(a)(1) of the Federal Rules of Civil Procedure, Plaintiff, Digital Forensics Corporation, LLC, respectfully makes their mandatory disclosures as follows:

A. Witnesses

The name and, if known, the address and telephone number of each individual likely to have discoverable information that the disclosing party may use to support its claims or defenses, unless solely for impeachment, identifying the subjects of the information.

RESPONSE:

Melody Joy Cantu & Dr. Rodrigo Cantu
c/o their counsel Tor Ekeland & Rain Levy Minns
195 Montague Street, 14th Floor
Brooklyn, New York 11201
(718) 737-7264

Dr. Sandra Guerra
c/o her counsel Richard G. Cedillo & Courtney R. Gaines
755 E. Mulberry Avenue
San Antonio, Texas 78212
(210) 822-6666

B. Documents

A copy of, or a description by category and location of, all documents, electronically stored information, and tangible things that are in the possession, custody, or control of the party and that the disclosing party may use to support its claims or defenses, unless solely for impeachment.

RESPONSE:

- Client Services Agreement between 1ST All File Recovery LLC and Sandra Guerra
- Phase 1 Report provided to Sandra Guerra from Digital Forensics Corp

C. Computation of Damages

A computation of any category of damages claimed by the disclosing party, making available for inspection and copying as under Rule 34 the documents or other evidentiary material, not privileged or protected from disclosure, on which such computation is based, including materials bearing on the nature and extent of injuries suffered.

RESPONSE:

Defendant has not calculated all of its potential damages and claims but will do so and supplement accordingly.

D. Insurance Agreements

For inspection and copying as under Rule 34 any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment.

RESPONSE:

There are none.

Respectfully submitted,

THE HARLEY LAW GROUP

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Houston, Texas 77056

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A handwritten signature in black ink, appearing to read "L. K. Harley", is written over a horizontal line.

By: _____

Lewis K. Harley

Texas Bar No. 09015500

ATTORNEY FOR DEFENDANT

DIGITAL FORENSICS

CORPORATION LLC

CERTIFICATE OF SERVICE

I certify that on December 1, 2020, a true and correct copy of the foregoing document was served via CM/ECF in accordance with the Federal Rules of Civil Procedure, on the attorneys of record listed below.



Lewis K. Harley

Via Electronic Mail:

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